

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
AT OWENSBORO

(FILED ELECTRONICALLY)

CIVIL ACTION NO. 1:19-cv-159-GNS

UNITED STATES OF AMERICA

PLAINTIFF

vs.

RUSSELL F. WALKER
LINDA WALKER
7302 Kentucky Highway 55 South
Columbia, KY 42728

DEFENDANTS

FIRSTPLUS FINANCIAL INC.
SERVE: Any Responsible Officer
1600 Victory Drive
Dallas, TX 752352302

VAK M8 FUND LLC
SERVE: Any Responsible Officer
224 East Jerico Turnpike
South Huntington, NY 11746

BLUEGRASS CELLULAR, INC.
SERVE: Bell, Hess & Van Zant, PLC
2819 Ring Road, PO Box 844
Elizabethtown, KY 42702-0844
Attorney for Judgment Creditor

COMPLAINT FOR FORECLOSURE

Plaintiff, the United States of America, states as follows:

1. This is a mortgage foreclosure action brought by the United States of America on behalf of its agency, the United States Department of Agriculture Rural Housing Service also known as Rural Development and formerly known as Farmers Home Administration (hereinafter collectively “RHS”).

2. Jurisdiction arises under 28 U.S.C. § 1345. Venue is proper in this judicial division, where the subject property is located.

3. RHS is the holder of a promissory note executed for value on June 23, 1989 ("the 1989 Note") by Anthony L. Bledsoe and Janice Bledsoe, not defendants herein. The principal amount of the 1989 Note was \$36,750.00, bearing interest at the rate of 9.75 percent per annum, and payable in monthly installments as specified in the Note. A copy of the 1989 Note is attached as **Exhibit A** and incorporated by reference as if set forth fully herein.

4. The 1989 Note is secured by a Real Estate Mortgage recorded on June 23, 1989 in Mortgage Book 88, Page 360, in the Office of the Clerk of Adair County, Kentucky. Through the Mortgage, Anthony L. Bledsoe and Janice Bledsoe, husband and wife, granted RHS a first mortgage lien against the real property including all improvements, fixtures and appurtenances thereto at 7302 South Kentucky Highway 55, Columbia, Adair County, Kentucky (the "Property") and described in more detail in the Mortgage. A copy of the Mortgage is attached as **Exhibit B** and incorporated by reference as if set forth fully herein.

5. To receive loan subsidies, Anthony L. Bledsoe and Janice Bledsoe signed a Subsidy Repayment Agreement authorizing RHS to recapture, upon transfer of title or non-occupancy of the Property, any subsidies granted to them by RHS. A copy of the Subsidy Repayment Agreement is attached as **Exhibit C** and incorporated by reference as if set forth fully herein.

6. On March 15, 1991, Joel Daniel Loy and Margie Gale Loy, husband and wife, and not defendants herein, signed an Assumption Agreement, agreeing to assume the indebtedness of Anthony L. Bledsoe and Janice Bledsoe concerning the Property ("the debt

assumed by the Loys"). A copy of the Assumption Agreement is attached as **Exhibit D** and incorporated by reference as if set forth fully herein.

7. RHS is the holder of a second promissory note executed for value on March 15, 1991 (the "1991 Note") by Joel Daniel Loy and Margie Gale Loy. The principal amount of the 1991 Note was \$410.00, bearing interest at the rate of 8.75 percent per annum, collectively payable in monthly installments as specified in the 1991 Note. A copy of the 1991 Note is attached as **Exhibit E** and incorporated by reference as if set forth fully herein.

8. The 1991 Note and the debt assumed by the Loys is secured by a Real Estate Mortgage (the "1991 Mortgage") recorded on March 15, 1991 in Mortgage Book 94, Page 56, in the Office of the Clerk of Adair County, Kentucky. Through the 1991 Mortgage, Joel Daniel Loy and Margie Gale Loy, husband and wife, granted RHS a mortgage lien against the real property including all improvements, fixtures and appurtenances thereto at 7302 South Kentucky Highway 55, Columbia, Adair County, Kentucky (the "Property") and described in more detail in the Mortgage. A copy of the Mortgage is attached as **Exhibit F** and incorporated by reference as if set forth fully herein.

9. On August 23, 1994, Defendants **Russell F. Walker** and **Linda Walker**, husband and wife, signed an Assumption Agreement, agreeing to assume the indebtedness of Joel Daniel Loy and Margie Gale Loy concerning the Property ("the debt assumed by the Walkers"). A copy of the Assumption Agreement is attached as **Exhibit G** and incorporated by reference as if set forth fully herein.

10. RHS is the holder of a promissory note executed for value on August 23, 1994 (the "1994 Note") by defendants **Russell F. Walker** and **Linda Walker**, husband and wife. The principal amount of the 1994 Note was \$1,480.00, bearing interest at the rate of 8 percent per

annum, and payable in monthly installments as specified in the 1994 Note. A copy of the 1994 Note is attached as **Exhibit H** and incorporated by reference as if set forth fully herein.

11. The 1994 Note and the debt assumed by **Russell F. Walker** and **Linda Walker** is secured by a Real Estate Mortgage (“the 1994 Mortgage”) recorded on August 23, 1994 in Mortgage Book 112, Page 237, in the Office of the Clerk of Adair County, Kentucky. Through the 1994 Mortgage, Defendants **Russell F. Walker** and **Linda Walker**, husband and wife, granted RHS a mortgage lien against the Property. A copy of the 1994 Mortgage is attached as **Exhibit I** and incorporated by reference as if set forth fully herein.

12. To receive loan subsidies, Defendants **Russell F. Walker** and **Linda Walker**, signed a Subsidy Repayment Agreement authorizing RHS to recapture, upon transfer of title or non-occupancy of the Property, any subsidies granted to them by RHS. A copy of the Subsidy Repayment Agreement is attached as **Exhibit J** and incorporated by reference as if set forth fully herein.

13. By Reamortization Agreement made effective January 23, 2011, Defendants **Russell F. Walker** and **Linda Walker** for value, executed and delivered to RHS a Reamortization Agreement which changed the terms of the Second Note. Specifically, the unpaid principal and the unpaid interest were combined for a new principal amount of \$33,470.70, and the amount of the monthly installment payment was increased to \$304.97. A copy of the Reamortization Agreement is attached as **Exhibit K** and incorporated by reference as if set forth fully herein.

14. By Reamortization Agreement made effective February 3, 2011, Defendants **Russell F. Walker** and **Linda Walker** for value, executed and delivered to RHS a Reamortization Agreement which changed the terms of the Third Note. Specifically, the unpaid

principal and the unpaid interest were combined for a new principal amount of \$1,328.72, and the amount of the monthly installment payment was increased to \$12.11. A copy of the Reamortization Agreement is attached as **Exhibit L** and incorporated by reference as if set forth fully herein.

15. Defendants **Russell F. Walker** and **Linda Walker** defaulted on the Notes, Mortgages, Assumption Agreement, and Reamortization Agreements by failing to make payments when due.

16. RHS has, in accordance with the loan documents, accelerated the loan and declared the entire principal balance, together with all accrued and unpaid interest and all other sums due under the loan documents, to be due and payable. Further, RHS sent notice of the default and acceleration of the loan.

17. In accordance with the loan documents, the United States is entitled to enforce the Mortgages through this foreclosure action and to have the Property sold to pay all amounts due, together with the costs and expenses of this action.

18. The unpaid principal balance on the 1994 Note and the debt assumed by the Walkers is \$36,171.84 with accrued interest of \$8,990.42 through October 1, 2019 with a total subsidy granted of \$30,093.59, late charges in the amount of \$66.32, and fees assessed of \$21,309.93, for a total unpaid balance of \$96,632.10 as of October 1, 2019. Interest is accruing on the unpaid principal balance at the rate of \$12.1965 per day after October 1, 2019.

19. The Property is indivisible and cannot be divided without materially impairing its value and the value of RHS's liens thereon.

20. The United States does not seek through this action to impose personal liability against Defendants **Russell F. Walker** and **Linda Walker** for their default on the Notes and

Mortgages, Assumption Agreements, and Reamortization Agreements. On October 15, 2017, Defendants **Russell F. Walker** and **Linda Walker** filed a Chapter 7 bankruptcy petition in the Bankruptcy Court for the Western District of Kentucky, Case No. 17-10975. The Bankruptcy Court granted the Defendants **Russell F. Walker** and **Linda Walker** a discharge from personal liability on February 7, 2018.

21. Defendant **FirstPlus Financial, Inc.** may claim an interest in the Property by virtue of a mortgage recorded on August 5, 1998 in Mortgage Book 144, Page 192 in the Adair County Clerk's Office, a copy of which is attached as **Exhibit M**. The interest of this Defendant is inferior in rank and subordinate in priority to the prior mortgage liens on the Property in favor of RHS, and the Plaintiff calls upon this Defendant to come forth and assert their interest in or claim upon the Property, if any, and offer proof thereof, or be forever barred.

22. Defendant **VAK M8 Fund LLC** may claim an interest in the property as a result of an assignment of mortgage dated September 5, 2014, recorded in Mortgage Book 355, Page 577 in the Office of the Clerk of Adair County, Kentucky. **Exhibit N:** Assignments.

23. Defendant **Bluegrass Cellular, Inc.** may claim an interest in the Property by virtue of a judgment lien recorded September 5, 2017 in Lis Pendens Book 35, Page 251, in the Adair County Clerk's Office, a copy of which is attached as **Exhibit O**. The interest of this Defendant is inferior in rank and subordinate in priority to the prior mortgage liens on the Property in favor of RHS, and the Plaintiff calls upon this Defendant to come forth and assert their interest in or claim upon the Property, if any, and offer proof thereof, or be forever barred.

24. There are no other persons or entities purporting to have an interest in the Property known to the Plaintiff.

WHEREFORE, Plaintiff, the United States of America, on behalf of RHS, demands:

- a. *In rem* judgment in favor of the United States and against the defendants in the Property in the principal amount of \$36,171.84 with accrued interest of \$8,990.42 through October 1, 2019 with a total subsidy granted of \$30,093.59, late charges in the amount of \$66.32, and fees assessed of \$21,309.93, for a total unpaid balance of \$96,632.10 as of October 1, 2019, with interest accruing at the daily rate of \$12.1965 from October 1, 2019, until the date of entry of judgment, and interest thereafter according to law, plus any additional costs, disbursements and expenses advanced by the United States;
- b. That the United States be adjudged a lien on the Property, prior and superior to any and all other liens, claims, interests and demands, except liens for unpaid real estate ad valorem taxes;
- c. That the United States' lien be enforced and the Property be sold in accordance with 28 U.S.C. §§ 2001-2003 subject to easements, restrictions and stipulations of record, but free and clear of all other liens and encumbrances except liens for any unpaid ad valorem real property taxes;
- d. That the proceeds from the sale be applied first to the costs of this action, second to any ad valorem real property taxes, if any, third to the satisfaction of the debt, interest, costs and fees due the United States, with the balance remaining to be distributed to the parties as their liens or interests may appear;
- e. That the Property be adjudged indivisible and be sold as a whole; and

f. That the United States receive any and all other lawful relief to which it may be entitled.

UNITED STATES OF AMERICA

RUSSELL M. COLEMAN
United States Attorney

s/ William F. Campbell

William F. Campbell
Katherine A. Bell
Assistant United States Attorneys
717 West Broadway
Louisville, Kentucky 40202
Phone: 502/582-5911
Fax: 502/625-7110
bill.campbell@usdoj.gov
Katherine.bell@usdoj.gov

CIVIL COVER SHEET 1:19-cv-159-GNS

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

DEFENDANTS

RUSSELL F. WALKER, ET AL.

County of Residence of First Listed Defendant

ADAIR

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PTF	DEF	
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	SOCIAL SECURITY	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 400 Other Civil Rights	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input checked="" type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

(1) Original Proceeding

(2) Removed from State Court

(3) Remanded from Appellate Court

(4) Reinstated or Reopened

(5) Transferred from another district (specify)

(6) Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**):
28 U.S.C. SECTION 1345Brief description of cause:
RURAL HOUSING SERVICE (RHS) f/k/a FARMERS HOME ADMINISTRATION (FmHA) FEDERAL FORECLOSURE**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DEMAND \$

\$96,632.10

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

10/30/2019

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

USDA-FmHA
Form FmHA 1940-16
(Rev. 8/87)

PROMISSORY NOTE

TYPE OF LOAN

Section 502
RH Loan-I

STATE

Kentucky

COUNTY

Adair

CASE NO.

Date June 23, 19 89.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration,

United States Department of Agriculture, (herein called the "Government") at its office in Columbia, Ky.

THE PRINCIPAL SUM OF THIRTY-SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100

DOLLARS (\$ 36,750.00), plus INTEREST on the UNPAID PRINCIPAL of
NINE AND THREE-POUNCE PERCENT (9.75 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

I. Principal and Interest payments shall be deferred. The interest accrued to _____, 19 _____

shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in _____ regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$ _____ and the amount of such regular installments in the box below, when such amounts have been determined.

II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____
of each _____ beginning on _____, 19_____, through _____, 19_____,

Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

III. Payments shall not be deferred. Principal and Interest shall be paid in 394 installments as indicated in the box below:

\$ <u>312.00</u>	on <u>JULY 23</u> , 19 <u>89</u> , and
\$ <u>312.00</u>	thereafter on the <u>23RD</u> of each <u>MONTH</u>
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE <u>Thirteen-three (33) YEARS</u> from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.	

Exhibit A

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time of the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

CREDIT ELSEWHERE CERTIFICATION: Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY: If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

REFINANCING AGREEMENT: Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

CREDIT SALE TO NONPROGRAM BORROWER: The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as an nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

/S/

(SEAL)

Anthony L. Bledsoe

(BORROWER)

(SEAL)

Janice Bledsoe

(SPOUSE)

/S/

General Delivery

Glenfork, KY 42741

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$		(8) \$		(15) \$	
(2) \$ 36,750.00	June 23, 1989	(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL \$					36,750.00

* U.S. Government Printing Office 1967-723-431/61818

Position 5

USDA FmHA
Form FmHA 427-1 KY
(Rev. 8-14-81)

REAL ESTATE MORTGAGE FOR KENTUCKY

THIS MORTGAGE is made and entered into by Anthony L. Bledsoeand Janice Bledsoe, husband and wiferesiding in Adair County, Kentucky, whose post officeaddress is General Delivery, Glensfork, Kentucky 42741, herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
6/23/89	\$36,750.00	9.75%	6/23/2022

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949 or any other statute administered by the Farmers Home Administration.

And it is the purpose and intention of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby sell, convey, and assign, with general warranty, unto the Government the following property situated in the State of Kentucky,

County(ies) of Adair

Exhibit B

FmHA 427-1 KY (Rev. 8-14-81)

Beginning at an iron pipe at the base of a poplar tree in the old fence and existing property line between the lands of Edward Hadley and Roy Grant; thence with new division lines N 2 30 W 123 feet to a concrete marker, a new made corner, S 84 25 W 233 feet to a concrete marker, a new made corner, thence S 9 45 E 80 1/2 feet to a concrete marker in the old line between Hadley and Grant, a new made corner; thence with said line S 84 35 E 224 to place of beginning, containing one-half acre more or less, as surveyed by Ralph Collins, May 3, 1972.

AB
JB
This being the same lands conveyed to Anthony L. Bledsoe and Janice Bledsoe, husband and wife, by Ronald Kelley and Joyce Kelley, husband and wife, on the 23rd day of June, 1989, and recorded in Deed Book 170, at page 36, in the office of the Adair County Clerk.

being the same (or part of the same) land conveyed*

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government, operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe, and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. **HOWEVER**, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at 333 Waller Avenue, Lexington, Kentucky 40504, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

Given under the hand(s) and seal(s) of Borrower this 23rd day of June, 19 89.

Anthony L. Bledsoe _____ (SEAL)
Anthony L. Bledsoe
Janice Bledsoe _____ (SEAL)
Janice Bledsoe

STATE OF KENTUCKY

COUNTY OF ADAIR

Before me, James D. Zornes, a Notary Public in and for the County of Adair personally appeared Anthony L. Bledsoe and Janice Bledsoe, his wife, who acknowledged that they executed the foregoing instrument on the 23rd day of June, 19 89, as their free act and deed.

WITNESS my hand and official seal this 23rd day of June, 19 89.

(SEAL)

My commission expires: 1/1/91

Notary Public

PREPARER'S STATEMENT

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of

James D. Zornes

(name)

207 Greensburg Street, P. O. Box 107, Columbia, KY 42728-0107

(address)

(Signature)

RECORDER'S CERTIFICATE

STATE OF KENTUCKY

COUNTY OF ADAIR

I, Joyce Rodgers, Clerk of the County Court for the County aforesaid, do certify that the foregoing mortgage was on the 23RD day of June, 19 89, lodged for record at 10:40 clock A M., whereupon the same, with the foregoing and this certificate, have been duly recorded in my office.

Given under my hand this 23RD day of June, 19 89

JOYCE C. RODGERS

Clerk of _____ County Court
By Leiley Rutherford, D.C.

RECORDED IN MORTGAGE BOOK 88,

PAGE 360.

FmHA Instruction 1951-I
Exhibit A

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

Subsidy Repayment Agreement

Date of Note 6/23/89 Amount of Note \$36,750.00 Date of mortgage 6/23/89

Date of Note _____ Amount of Note _____ Date of mortgage _____

Type of assistance: RH 502 Assistance

1. Interest credit /XX/
2. Homeownership Assistance Program / /

Address of Property: Glensfork, KY

BORROWER: Anthony L. Bledsoe

CO-BORROWER: Janice Bledsoe

1 This agreement entered into pursuant to 7 CFR 1951-I, between the United States of America, acting through the Farmers Home Administration (FmHA) (herein called "the Government") pursuant to section 521 of Title V of the Housing Act of 1949 and the borrower(s) whose name(s) and address(es) appears above (herein sometimes referred to as "borrower"), supplements the note(s) from borrower to the Government as described above, and any promissory note(s) for loans made to borrower in the future by the Government. Such future notes, when executed, will be listed below the signature line of this Subsidy Repayment Agreement.

2 I (we) agree to the conditions set forth in this agreement for the repayment of the subsidy granted me (us) in the form of interest credits or Homeownership Assistance Program (HOAP) subsidy (hereinafter called "subsidy").

3 I (we) agree that the real property described in the mortgage(s) listed above is pledged as security for repayment of the subsidy received or to be received. I (we) agree that the subsidy is due and payable upon the transfer of title or non-occupancy of the property by me (us). I (we) understand that the real estate securing the loan(s) is the only security for the subsidy received. I (we) further understand that I (we) will not be required to repay any of the subsidy from other than the value (as determined by the Government) of the real estate, mortgaged by myself (ourselves) in order to obtain a Section 502 Rural Housing (RH) loan.

FmHA Instruction 1951-I
Exhibit A
Page 2

4 I (we) understand that so long as I (we) continue to own the property and occupy the dwelling as my (our) residence, I (we) may repay the principal and interest owed on the loan and defer repaying the subsidy amount until title to the property is conveyed or the dwelling is no longer occupied by me (us). If such a request is made, the amount of subsidy to be repaid will be determined when the principal and interest balance is paid. The mortgage securing the FmHA RH loan(s) will not be released of record until the total amount owed the Government has been repaid.

5 I (we) agree that Paragraph 6 of this agreement is null and void should the property described in the mortgage(s) be voluntarily conveyed to the Government or liquidated by foreclosure.

6 When the debt is satisfied by other than voluntary conveyance of the property to the Government or by foreclosure, I (we) agree that sale proceeds will be divided between the Government and me (us) in the following order:

- (a) Unpaid balance of loans secured by a prior mortgage as well as real estate taxes and assessments levied against the property which are due will be paid.
- (b) Unpaid principal and interest owed on FmHA RH loans for the property and advances made by FmHA which were not subsidy and are still due and payable will be paid to the Government..
- (c) I (we) will receive from the sale proceeds actual expenses incurred by me (us) necessary to sell the property. These may include sales commissions or advertising cost, appraisal fees, legal and related costs such as deed preparation and transfer taxes. Expenses incurred by me (us) in preparing the property for sale are not allowed unless authorized by the Government prior to incurring such expenses. Such expenses will be authorized only when FmHA determines such expenses are necessary to sell the property, or will likely result in a return greater than the expense being incurred.
- (d) I (we) will receive the amount of principal paid off on the loan calculated at the promissory note interest rate.
- (e) Any principal reduction attributed to subsidized interest calculations will be paid to the Government.
- (f) I (we) will receive my original equity which is the difference between the market value of the security, as determined by the FmHA appraisal at the time the first loan subject to recapture of subsidy was made, and the amount of the FmHA loan(s) and any prior lien. This amount is -0- and represents -0- percent of the market value of the security. (The

FmHA Instruction 1951-I
 Exhibit A
 Page 3

percent is determined by dividing my (our) original equity by the market value of the security when the loan was closed.) The dollar amounts and percent will be entered at the time this agreement is signed by me (us) and will be part of this agreement.

(g) The remaining balance, after the payments described in (a) thru (f) above have been paid is called value appreciation. The amount of value appreciation to be paid to the Government, in repayment or the subsidy granted, is the lesser of (1) the full amount of the subsidy or (2) an amount determined by multiplying the value appreciation by the appropriate factor in the following table.

Average interest rate paid by me (us)

No. of Months the Loan was Outstanding	1% or Less	1.1 to 2%	2.1 to 3%	3.1 to 4%	4.1 to 5%	5.1 to 6%	6.1 to 7%	7.1 or greater
0 to 59	.78	.68	.60	.51	.44	.32	.22	.11
60 to 119	.75	.66	.58	.49	.42	.31	.21	.11
120 to 179	.73	.63	.56	.48	.40	.30	.20	.10
180 to 239	.65	.56	.49	.42	.36	.26	.18	.09
240 to 299	.59	.51	.46	.38	.33	.24	.17	.09
300 to 359	.53	.45	.40	.34	.29	.21	.14	.09
360 to 396	.47	.40	.36	.31	.26	.19	.13	.09

(h) I (we) will receive the amount of value appreciation less the amount paid the Government as determined in (g) above. I (we) will also receive an additional amount in proportion to my original equity by reducing the amount of value appreciation due to the Government by the percent of my (our) original equity as shown in (f) above.

(i) If I (we) am the recipient of HOAP, the amount of value appreciation to be recaptured will be calculated as if I (we) had paid 1 percent interest on the loan, unless the average interest rate paid by me (us) was greater than 1 percent. In such cases it will be determined based on the average interest rate paid by me (us).

(j) If this agreement is for a subsequent loan(s) only, the amount of repayment determined in (g) above will be reduced by the following percent: -0-. This percent will be determined by dividing the amount of the loan(s) subject to recapture by the total outstanding RH debt. This percentage will be entered at the time I (we) sign this agreement.

(k) If this agreement is for more than one loan that is subject to recapture, the subsidy repayment computations will be based on the total subsidy granted on all loans.

FmHA Instruction 1951-I

Exhibit A

Page 4

7 When a FmHA RH loan is repaid by other than foreclosure, voluntary conveyance, or sale of property, the amount of subsidy to be repaid the Government will be determined in the same manner as described in paragraph 6 of this Exhibit but based on the appraised value determined by FmHA instead of sales price. In such cases, the subsidy due the Government will remain a lien on the property until paid. It must be paid upon non occupancy, sale, or transfer of title to the property.

8 I (we) have read and agree to the provisions of this agreement.

Anthony L. Bledsoe Borrower
Anthony L. Bledsoe
Janice Bledsoe Co-Borrower
Janice Bledsoe
6-23-89
Date signed

Accepted and Agreed to
By Danny L. Probes (FmHA Official)
Danny L. Probes
County Supervisor (Title)

6-23-89

Date

000

Form FmHA 1965-13
(Rev. 9-84)

U.S. Department of Agriculture
Farmers Home Administration

ASSUMPTION AGREEMENT
Single-Family Housing Loan(s)

Sec. 502 Sec. 504
Terms: Eligible
 Ineligible

Case Number:
[REDACTED]

This Agreement dated March 15, 1991, is between the United States of America, acting through the Farmers Home Administration (herein called the Government), and Joel Daniel Loy and Margie Gale Loy, his wife (herein called Borrower), whose mailing address is 2873 Bird Road, Columbia, KY 42728.

The Government is the holder of debt instrument(s) secured by the following described security instrument(s) executed by Anthony L. Bledsoe and Janice Bledsoe

Case Number [REDACTED], on real property described therein which is located in Adair County, State of Kentucky:

Type Instrument	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Real Estate Mort.	6/23/89	County Court Clerk	88	360

In consideration of the assumption of indebtedness as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. Borrower hereby assumes liability for and agrees to pay to the order of the Government at the office of the Farmers Home Administration shown below (or other location as may later be specified) the principal sum of THIRTY FIVE THOUSAND NINE HUNDRED NINETEEN AND 91/100 dollars (\$ 35,919.91) plus interest at the rate of EIGHT AND THREE FOURTHS percent (8.75 %) per annum, payable in installments as follows:

\$ 278.00 on APRIL 15, 1991, and

\$ 278.00 thereafter on the FIFTEENTH of each MONTH until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable THIRTY THREE (33) years from the date of this Agreement.

2. Payments of principal and interest shall be applied in accordance with Farmers Home Administration's accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with Farmers Home Administration regulations in effect when a late charge is assessed.

3. The provisions of the debt instrument(s) hereby assumed shall, except as modified herein, remain in full force and effect, and Borrower hereby assumes the obligations of and agrees to comply with all covenants, agreements, and conditions contained in said instrument(s), as modified herein, as though Borrower had executed them as of the date thereof as principal obligor(s).

4. Provisions of the debt and security instrument(s) which require that the borrower occupy the FmHA-financed dwelling or graduate to another credit source do not apply to assumption on ineligible terms.

5. This Agreement is subject to present regulations of the Farmers Home Administration and to its future regulations which are not inconsistent with the express provisions hereof.

UNITED STATES OF AMERICA

By Danny L. Propes
Danny L. Propes
County Supervisor

FARMERS HOME ADMINISTRATION *(Title)*
FmHA County Office Address: P.O. Box 228, Columbia, KY 42728

ORIGINAL - COUNTY OFFICE LOCKED FILE

Joel Daniel Loy
Joel Daniel Loy Borrower
Margie Gale Loy
Margie Gale Loy Borrower

USDA-FmHA
Form FmHA 1940-16
(Rev. 8/87)

PROMISSORY NOTE

TYPE OF LOAN

RH-S Section 502

*J. D. T.
M G L*

STATE

Kentucky

COUNTY

Adair

CASE NO.

Date March 15, 1991.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration,

United States Department of Agriculture, (herein called the "Government") at its office in Columbia, Kentucky

THE PRINCIPAL SUM OF FOUR HUNDRED TEN AND NO/100

DOLLARS (\$ 410.00), plus INTEREST on the UNPAID PRINCIPAL of EIGHT AND THREE-FOURTHS PERCENT (8.75 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

I. Principal and Interest payments shall be deferred. The interest accrued to _____, 19____

shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in _____ regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$ _____ and the amount of such regular installments in the box below, when such amounts have been determined.

II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____

of each _____ beginning on _____, 19____, through _____, 19____,

Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

III. Payments shall not be deferred. Principal and Interest shall be paid in 396 installments as indicated in the box below:

\$ 4.00 on April 15, 1991, and \$ 4.00 thereafter on the 15th of each MONTH until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE Thirty-three (33) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time of the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the pre-payment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

CREDIT ELSEWHERE CERTIFICATION: Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY: If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

REFINANCING AGREEMENT: Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

CREDIT SALE TO NONPROGRAM BORROWER: The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as an nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Joel Daniel Loy
Joel Daniel Loy (BORROWER)

Margie Gale Loy
Margie Gale Loy (SPOUSE)

(SEAL)

(SEAL)

2873 Bird RoadColumbia, KY 42728

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 410.00	03/15/91	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
		TOTAL	\$ 410.00		

★ U.S. Government Printing Office: 1987-723-431/01515

Position 5

94/52

FSA-FmHA
Form FmHA 427-1 KY
(Rev. 10-89)

REAL ESTATE MORTGAGE FOR KENTUCKY

THIS MORTGAGE is made and entered into by Neal Daniel Loy and Margie Gale Loy,
husband and wife,

residing in Adair County, Kentucky, whose post office
address is 2873 Bird Road, Columbia, Kentucky 42728,
herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
03/15/91	\$ 410.00	8.75%	03/15/24
03/15/91	35,919.91	8.75%	03/15/24

*check 4/91
to file
M.G.L.*

*J.D.L.
M.O.L.*

*J.D. Loy
M.G.L.*

(The interest rate for limited resource farm ownership or limited resources operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949 or any other statute administered by the Farmers Home Administration.

And it is the purpose and intention of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a, or any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby sell, convey, and assign, with general warranty, unto the Government the following property situated in the State of Kentucky,

County(ies) of Adair

FmHA 427-1 KY (Rev. 10-89)

Exhibit F

Beginning at an iron pipe at the base of a poplar tree in the old fence and existing property line between the lands of Edward Hadley and Roy Grant; thence with new division lines N 2 30 W 123 feet to a concrete marker, a new made corner, S 84 25 W 233 feet to a concrete marker, a new made corner, thence S 9 45 E 80 1/2 feet to a concrete marker in the old line between Hadley and Grant, a new made corner; thence with said line S 84 35 E 224 to place of beginning, containing one-half acre more or less, as surveyed by Ralph Collins, May 3, 1972.

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This being the same lands conveyed to Joel Daniel Loy and Margie Gale Loy, husband and wife, by Anthony L. Bledsoe and Janice Bledsoe, husband and wife, on the 15th day of March, 1991, and recorded in Deed Book 177, at page 351, in the office of the Adair County Clerk.

J. D. Loy
M. G.

being the same (or part of the same) land conveyed*

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein, all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the last note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe, and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefit hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, and all that can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. **HOWEVER**, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby, and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, interests or claimants, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart C, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at 333 Waller Avenue, Lexington, Kentucky 40504, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

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Given under the hand(s) and seal(s) of Borrower this 15th day of March, 1991.

Joel Daniel Loy (SEAL)
Margie Gale Loy (SEAL)

STATE OF KENTUCKY

COUNTY OF Adair

} ss:

Before me, James D. Zornes, a Notary Public in and for
the County of Adair, personally appeared Joel Daniel Loy
and Margie Gale Loy, his wife,
who acknowledged that they executed the foregoing instrument on the 15th
day of March, 19 91, as their free act and deed.

WITNESS my hand and official seal this 15th day of March, 19 91.

(SEAL)

My commission expires: 1/1/95

Notary Public

PREPARER'S STATEMENT

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of

James D. Zornes

(name)

P. O. Box 102, 207 Greensburg Street, Columbia, KY 42728

(addr/cty)

(Signature)

STATE OF KENTUCKY

COUNTY OF Adair

RECORDER'S CERTIFICATE

I, Joyce C. Rodgers, Clerk of the County Court for the County aforesaid, do certify
that the foregoing mortgage was on the 15 day of March, 19 91, lodged for record
at 10:15 o'clock A.M., whereupon the same, with the foregoing and this certificate, have been duly recorded in my office.

Given under my hand this 15th day of March, 19 91

Mortgage Book 94
Page 56.

Clerk of Joyce C. Rodgers County Court
By Shirley Blain, D.C.

USDA-FmHA
Form FmHA 1965-15
(Rev. 6-90)

ASSUMPTION AGREEMENT
Single-Family Housing Loan(s)

Type of Loan	RH
<input checked="" type="checkbox"/> Sec. 502	<input type="checkbox"/> Non Program
<input type="checkbox"/> Sec. 504	
Case Number: [REDACTED]	

This Agreement dated AUGUST 23, 1994, is between the United States of America, acting through the Farmers Home Administration (herein called the Government), and Russell F. Walker and Linda Walker, his wife (herein called Borrower), whose mailing address is 7302 KY Highway 55 South, Glensfork, KY 42741.

The Government is the holder of debt instrument(s) secured by the following described security instrument(s) executed by Joel Daniel Loy and Margie Gale Loy

Case Number ▲ on real property described therein which is located in Kentucky:
County, State of Adair:

Type Instrument	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Real Estate Mortgage	3-15-91	County Court Clerk	94	56
Real Estate Mortgage	6-23-89	County Court Clerk	88	360

In consideration of the assumption of indebtedness as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. Borrower hereby assumes liability for and agrees to pay to the order of the Government at the office of the Farmers Home Administration shown below (or other location as may later be specified) the principal sum of THIRTY FOUR THOUSAND THREE HUNDRED AND NO/100 dollars (\$ 34,300.00) plus interest at the rate of EIGHT percent (8 $\frac{\text{per cent}}{\text{per annum}}$) per annum, payable in installments as follows:

\$ 247.00 on SEPTEMBER 23, 19 94, and

\$ 247.00 thereafter on the TWENTY THIRD of each MONTH

until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable THIRTY THREE (33) years from the date of this Agreement.

2. Payments of principal and interest shall be applied in accordance with Farmers Home Administration's accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with Farmers Home Administration regulations in effect when a late charge is assessed.

3. The provisions of the debt instrument(s) hereby assumed shall, except as modified herein, remain in full force and effect, and Borrower hereby assumes the obligations of and agrees to comply with all covenants, agreements, and conditions contained in said instrument(s), as modified herein, as though Borrower had executed them as of the date thereof as principal obligor(s).

4. Provisions of the debt and security instrument(s) which require that the borrower occupy the FmHA-financed dwelling or graduate to another credit source do not apply to assumption on ineligible (Non Program) terms.

5. This Agreement is subject to present regulations of the Farmers Home Administration and to its future regulations which are not consistent with the express provisions hereof.

(Co-signer)

**UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION**

By Danny L. Fropes
Title County Supervisor

Date 8-23-94

FmHA County Office Address: P.O. Box 28, Columbia, KY 42728

ORIGINAL - COUNTY OFFICE LOCKED FILE

Position 2

Russell F. Walker
Russell F. Walker
Borrower

Linda Walker
Linda Walker
Borrower

Former Borrower Released From
Liability YES

Exhibit G

FmHA 1965-15 (Rev. 6-90)

USDA-FmHA
Form FmHA 1940-16
(Rev. 4-91)

PROMISSORY NOTE

TYPE OF LOAN

RH-1 Section 502

STATE

KENTUCKY

COUNTY

ADAIR

CASE NO.

Bell # 5601
P.O. Box 8004
LT. CPT

Date August 23, 1994.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration,

United States Department of Agriculture, (herein called the "Government") at its office in Columbia, Kentucky

THE PRINCIPAL SUM OF ONE THOUSAND FOUR HUNDRED EIGHTY AND NO/100

DOLLARS (\$ 1480.00), plus INTEREST on the UNPAID PRINCIPAL OF
EIGHT PERCENT (8 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

I. Principal and Interest payments shall be deferred. The interest accrued to _____, 19____

shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in _____ regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$_____ and the amount of such regular installments in the box below, when such amounts have been determined.

II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____ of each _____ beginning on _____, 19____, through _____, 19____.

Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

III. Payments shall not be deferred. Principal and Interest shall be paid in 396 installments as indicated in the box below:

\$ <u>11.00</u>	on	<u>September 23</u> , 19 <u>94</u> , and
\$ <u>11.00</u>	thereafter on the	<u>23rd</u> of each <u>month</u>
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY-THREE (<u>33</u>) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.		

Exhibit H

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time of the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

CREDIT ELSEWHERE CERTIFICATION: Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY: If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

REFINANCING AGREEMENT: Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

CREDIT SALE TO NONPROGRAM BORROWER: The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as an nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

SUBSIDY REPAYMENT AGREEMENT: Borrower agrees to the repayment (recapture) of subsidy granted in the form of interest credits. Subsidy will be repaid when the borrower's account is settled by sale of the security property, refinancing or payment in full and will be calculated in accordance with regulations in effect at the time of settlement. Recapture is based on property appreciation and can equal all, some or none but never exceed the amount of subsidy received.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

WARNING: Failure to fully disclose accurate and truthful financial information may result in the termination of program assistance currently being received, and the denial of future program assistance under USDA's Debarment regulations, 7 CFR part 3117.

Presentment, protest, and notice are hereby waived.

15)

RUSSELL F. WALKER (BORROWER)

15) LINDA WALKER (CO-BORROWER)

(SEAL)

(SEAL)

7302 Ky. Highway 55 South

Glensfork, KY 42741

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 1480.00	8/23/94	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL					\$ 1480.00

Position 5

USDA-FmHA
Form FmHA 427-1 KY
(Rev. 6-91)

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REAL ESTATE MORTGAGE FOR KENTUCKY

THIS MORTGAGE is made and entered into by Russell E. Walker and
Linda Walker, husband and wife

residing in Adair County, Kentucky, whose post office

address is 7302 Ky. Highway 55 South, Glensfork, KY, Kentucky 42741,
herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
* 3/15/91	\$35,919.91	8.75%	3/15/2024
3/15/91	410.00	8.75%	3/15/2024
		The above described promissory note and (*) assumption agreement which have a current balance of \$34,300.00 have been modified by an assumption agreement dated 8-23-94 as follows:	
8-23-94	\$34,300.00	8%	8/23/2027
8-23-94	1,480.00	8%	8/23/2027

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949 or any other statute administered by the Farmers Home Administration.

And it is the purpose and intention of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §7490a, or any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby sell, convey, and assign, with general warranty, unto the Government the following property situated in the State of Kentucky,

County(ies) of Adair: Beginning at an iron pipe at the base of a poplar tree in the old fence and existing property line between the lands of Edward Hadley and Roy Grant; thence with new division lines N 2 30 W 123 feet to a concrete marker, a new made corner, S 84 25 W 233 feet to a concrete marker, a new made corner, thence S 9 45 E 80 1/2 feet to a concrete marker in the old line between Hadley and Grant, a new made corner; thence with said line S 84 35 E 224 to place of beginning, containing one-half acre more or less, as surveyed by Ralph Collins, May 3, 1972.

FmHA 427-1 KY (Rev. 6-91)

TO: FmHA
(MAIL)
DET: 8/23/96

Exhibit I

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That for source of title to the above described real property, it is the same property conveyed to Russell F. Walker and Linda Walker, his wife, by deed of Joel Daniel Loy et ux, dated ~~May 19, 1991~~, and appears of record in Deed Book 300, Page 505, records Adair County Clerk's Office.

being the same (or part of the same) land conveyed*

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues and profits thereof and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein, all of which are herein called "the property"; All rents, profits and income from the property covered by this mortgage are hereby assigned to the mortgagor for the purpose of discharging the debt hereby secured. Permission is hereby given to the mortgagor, so long as no default exist hereunder, to collect such rents, profits and income for use in accordance with Farmers Home Administration regulations.

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this Note, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, fees, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe, and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

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(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustee's fees, court costs, and expenses of advertising, selling, and conveying the property. Upon termination of this mortgage, after payment in full, the mortgagee, at the mortgagor's expense, shall execute and file or record such instruments of release, satisfaction and termination in proper form pursuant to the requirements contained in KRS 382.365.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—is exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of aid application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummated, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given. In the case of the Government to Farmers Home Administration at 333 Waller Avenue, Lexington, Kentucky 40504, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

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Under the hand(s) and seal(s) of Borrower this 23rd day of August, 19 94.
Russell F. Walker (SEAL)
Linda Walker (SEAL)

STATE OF KENTUCKY

COUNTY OF ADAIR

Before me, Ray Hutchison, Jr., a Notary Public in and for the County of Adair personally appeared Russell F. Walker and Linda Walker, his wife, who acknowledged that they executed the foregoing instrument on the 23rd day of August, 19 94, as their free act and deed.

WITNESS my hand and official seal this 23rd day of August, 19 94.

(SEAL)

My commission expires: October 23, 1996

Notary Public

PREPARER'S STATEMENT

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of

Ray Hutchison, Jr.

(name)

Adair Co. Courthouse, Suite 4, Columbia, KY 42728

(address)

(Signature)

RECORDER'S CERTIFICATE

STATE OF KENTUCKY

COUNTY OF Adair

I, Jerry C. Hodges, Clerk of the County Court for the County aforesaid, do certify that the foregoing mortgage was on the 23 day of Aug, 19 94, lodged for record at 1:45 o'clock P M., whereupon the same, with the foregoing and this certificate, have been duly recorded in my office.

Given under my hand this 23 day of Aug, 19 94.

RECORDED IN Mtg. book 112
PAGE 237

CLerk of Adair Co. Ky
By Shirley Blair County Court
D.C.

FmHA Instruction 1951-I
Exhibit A

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

Subsidy Repayment Agreement

Date of Note Aug 23, 1994 Amount of Note 1,480.00 Date of mortgage August 23, 1994

A.A. Date of Note 8/23/94 Amount of Note 34,300. A.A. Date of mortgage 8/23/94

Type of assistance: RH-502

1. Interest credit
2. Homeownership Assistance Program

Address of Property: 7302 KY Highway 55 South

Glensfork, KY

BORROWER: Russell F. Walker

CO-BORROWER: Linda Walker

1 This agreement entered into pursuant to 7 CFR 1951-I, between the United States of America, acting through the Farmers Home Administration (FmHA) (hereinafter called "the Government") pursuant to section 521 of Title V of the Housing Act of 1949 and the borrower(s) whose name(s) and address(es) appears above (hereinafter sometimes referred to as "borrower"), supplements the note(s) from borrower to the Government as described above, and any preexisting note(s) for loans made to borrower in the future by the Government. Such future notes, when executed, will be listed below the signature line of this Subsidy Repayment Agreement.

2 I (we) agree to the conditions set forth in this agreement for the repayment of the subsidy granted me (us) in the form of interest credits or Homeownership Assistance Program (HOAP) subsidy (hereinafter called "subsidy").

3 I (we) agree that the real property described in the mortgage(s) listed above is pledged as security for repayment of the subsidy received or to be received. I (we) agree that the subsidy is due and payable upon the transfer of title or non-occupancy of the property by me (us). I (we) understand that the real estate securing the loan(s) is the only security for the subsidy received. I (we) further understand that I (we) will not be required to repay any of the subsidy from other than the value (as determined by the Government) of the real estate, mortgaged by myself (ourselves) in order to obtain a Section 502 Rural Housing (RH) loan.

(9-27-79) SPECIAL PN

Exhibit J

FmHA Instruction 1951-I

Exhibit A

Page 2

4 I (we) understand that so long as I (we) continue to own the property and occupy the dwelling as my (our) residence, I (we) may repay the principal and interest owed on the loan and defer repaying the subsidy amount until title to the property is conveyed or the dwelling is no longer occupied by me (us). If such a request is made, the amount of subsidy to be repaid will be determined when the principal and interest balance is paid. The mortgage securing the FmHA HH loan(s) will not be released of record until the total amount owed the Government has been repaid.

5 I (we) agree that Paragraph 6 of this agreement is null and void should the property described in the mortgage(s) be voluntarily conveyed to the Government or liquidated by foreclosure.

6 When the debt is satisfied by other than voluntary conveyance of the property to the Government or by foreclosure, I (we) agree that sale proceeds will be divided between the Government and me (us) in the following order:

(a) Unpaid balance of loans secured by a prior mortgage as well as real estate taxes and assessments levied against the property which are due will be paid.

(b) Unpaid principal and interest owed on FmHA HH loans for the property and advances made by FmHA which were not subsidy and are still due and payable will be paid to the Government.

(c) I (we) will receive from the sale proceeds actual expenses incurred by me (us) necessary to sell the property. These may include sales commissions or advertising cost, appraisal fees, legal and related costs such as deed preparation and transfer taxes. Expenses incurred by me (us) in preparing the property for sale are not allowed unless authorized by the Government prior to incurring such expenses. Such expenses will be authorized only when FmHA determines such expenses are necessary to sell the property, or will likely result in a return greater than the expense being incurred.

(d) I (we) will receive the amount of principal paid off on the loan calculated at the promissory note interest rate.

(e) Any principal reduction attributed to subsidized interest calculations will be paid to the Government.

(f) I (we) will receive my original equity which is the difference between the market value of the security, as determined by the FmHA appraisal at the time the first loan subject to recapture of subsidy was made, and the amount of the FmHA loan(s) and any prior lien. This amount is -0- and represents N/A percent of the market value of the security. (The

~~WMA Instruction 1951-I~~
Exhibit A
Page 3

percent is determined by dividing my (our) original equity by the market value of the security when the loan was closed.) The dollar amounts and percent will be entered at the time this agreement is signed by me (us) and will be part of this agreement.

(g) The remaining balance, after the payments described in (a) thru (f) above have been paid is called value appreciation. The amount of value appreciation to be paid to the Government, in repayment or the subsidy granted, is the lesser of (1) the full amount of the subsidy or (2) an amount determined by multiplying the value appreciation by the appropriate factor in the following table.

Average interest rate paid by me (us)

No. of Months the Loan was Outstanding	1% or Less	1.1 to 2%	2.1 to 3%	3.1 to 4%	4.1 to 5%	5.1 to 6%	6.1 to 7%	7.1 or greater
0 to 59	.78	.68	.60	.51	.44	.32	.22	.11
60 to 119	.75	.66	.58	.49	.42	.31	.21	.11
120 to 179	.73	.63	.56	.48	.40	.30	.20	.10
180 to 239	.65	.56	.49	.42	.36	.26	.18	.09
240 to 299	.59	.51	.46	.38	.33	.24	.17	.09
300 to 359	.53	.45	.40	.34	.29	.21	.14	.09
360 to 396	.47	.40	.36	.31	.26	.19	.13	.09

(h) I (we) will receive the amount of value appreciation less the amount paid the Government as determined in (g) above. I (we) will also receive an additional amount in proportion to my original equity by reducing the amount of value appreciation due to the Government by the percent of my (our) original equity as shown in (f) above.

(i) If I (we) am the recipient of HOAP, the amount of value appreciation to be recaptured will be calculated as if I (we) had paid 1 percent interest on the loan, unless the average interest rate paid by me (us) was greater than 1 percent. In such cases it will be determined based on the average interest rate paid by me (us).

(j) If this agreement is for a subsequent loan(s) only, the amount of repayment determined in (g) above will be reduced by the following percent: N/A. This percent will be determined by dividing the amount of the loan(s) subject to recapture by the total outstanding RR debt. This percentage will be entered at the time I (we) sign this agreement.

(k) If this agreement is for more than one loan that is subject to recapture, the subsidy repayment computations will be based on the total subsidy granted on all loans.

(9-27-79) SPECIAL PN

FmHA Instruction 1951-I

Exhibit A

Page 4

7 When a FmHA RII loan is repaid by other than foreclosure, voluntary conveyance, or sale of property, the amount of subsidy to be repaid the Government will be determined in the same manner as described in paragraph 6 of this Exhibit but based on the appraised value determined by FmHA instead of sales price. In such cases, the subsidy due the Government will remain a lien on the property until paid. It must be paid upon non occupancy, sale, or transfer of title to the property.

8 I (we) have read and agree to the provisions of this agreement.

Russell F. Walker Borrower

Russell F. Walker

Linda Walker, Co-Borrower

Linda Walker

August 23, 1994

Date signed

Accepted and Agreed to
By Danny L. Prokes (FmHA Official)

Danny L. Prokes
County Supervisor

(Title)

8-23-94

Date

000

SAB

RECEIVED

FEB 23 2011

REAMORTIZATION AGREEMENT

Account Number [REDACTED]

Effective Date
February 3, 2011LOSS MITIGAT
SECTION

The United States of America, acting through the Rural Housing Service, United States Department of Agriculture (Lender), is the owner and holder of a promissory note or assumption agreement (Note) in the principal sum of \$ 1480.00, plus interest on the unpaid principal of 8.00000% per year, executed by RUSSELL F WALKER and LINDA WALKER, (Borrower) dated August 23, 1994 and payable to the order of the Lender. The current outstanding balance includes unpaid principal, accrued unpaid interest, unpaid advances and fees. The total outstanding balance is \$ 1328.72.

In consideration of the reamortization of the note or assumption agreement and the promises contained in this agreement, the outstanding balance is capitalized and is now principal to be repaid at 8.00000% per annum at \$ 12.11 per month beginning March 03, 2011 and on the 3rd day of each succeeding month until the principal and interest are paid, except that the final installment of the entire debt, if not paid sooner, will be due and payable on August 03, 2027.

If the outstanding loan balance prior to reamortization was reduced by a payment which was later determined to be uncollectible, Rural Development will charge the account with an amount equal to the uncollectible payments. This amount is due and payable on the effective date it is charged to the account and may accrue interest at the promissory note rate.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for : (a) yearly taxes and assessments which may attain priority over Lender's mortgage or deed of trust (Security Instrument) as a lien on the secured property described in the Security Agreement (Property); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law or federal regulation that applies to the funds sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The funds shall be held by a federal agency, including Lender, or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits the Lender to make such charge. However, Lender may require borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds.

Lender shall give to borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each debit to the Funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Unless changed by this agreement, all of the terms of the note or assumption agreement or the instruments that secure them, remain unchanged.

Upon default in the payment of any one of the above installments or failure to comply with any of the conditions and agreements contained in the above-described note or assumption agreement or the instruments securing it, the Lender, at its option may declare the entire debt immediately due and payable and may take any other action authorized to remedy the default.

Ronell T. Walker Date 2-16-11
Borrower

Sundra Walker Date 2-16-11
Borrower

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I, Joyce G. Rogers, Clerk of Adair County, do certify that the foregoing instrument was on the 15th day of August, 1998 O'clock, A.M. recorded in my office, whereupon the same with this and the foregoing certificate have been duly recorded in my office. Given under my hand this 15th day of August, 1998.

Joyce G. Rogers, Adair County Clerk

By Sherie Klein DC

RECORDED IN Mtg Book 144

PAGE 192

Please Return To:
FIRSTPLUS FINANCIAL, INC.
1600 VICEROY DRIVE
Dallas, TX 75235-2306

MORTGAGE

Loan No.:

THIS MORTGAGE is made this 15th day of May 1998 between the Mortgagor, RUSSELL, F. WALKER and LINDA WALKER, HUSBAND AND WIFE

FIRSTPLUS FINANCIAL, INC.

(herein "Borrower"), and the Mortgagee,

a corporation organized and existing under the laws of TEXAS whose address is 1600 VICEROY DRIVE, Dallas, TX 75235-4902

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 13,408.17 which indebtedness is evidenced by Borrower's note dated May 15, 1998 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 20, 2023

DEB:8/5/98
TO:NATIONWIDE APPRAISAL (MAIL)

KENTUCKY - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

75(KY) 3004

Form 3818

Page 1 of 7

LSW

Int'l. 1997

VMP MORTGAGE FORMS • (800)521-7251



Exhibit M

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TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of **ADAIR**, State of Kentucky:

BEGINNING AT AN IRON PIPE AT THE BASE OF A POPLAR TREE IN THE OLD FENCE AND EXISTING PROPERTYLINE BETWEEN THE LANDS OF EDWARD HADLEY AND ROY GRANT; THENCE WITH NEW DIVISION LINES N 2 30 W 123 FEET TO A CONCRETE MARKER, A NEW MADE CORNER, S 84 25 W 233 FEET TO A CONCRETE MARKER, A NEW MADE CORNER, THENCE S 9 45 E 80 1/2 FEET TO A CONCRETE MARKER IN THE OLD LINE BETWEEN HADLEY AND GRANT, A NEW MADE CORNER; THENCE WITH SAID LINE S 84 35 E 224 TO PLACE OF BEGINNING, CONTAINING ONE-HALF ACRES MORE OR LESS, AS SURVEYED BY RALPH COLLINS, MAY 3, 1972.

Tax Parcel ID Number: **7302 KY HIGH 55, GLENS FORK** [Street, City], which has the address of **42741** [Zip Code] (herein "Property Address"); Kentucky

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the household estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an

✓ 700

EXHIBIT "A" - LEGAL DESCRIPTION

Situate in the County of Adair and Commonwealth of Kentucky, to-wit:

Beginning at an iron pipe at the base of a poplar tree in the old fence and existing property line between lands of Edward Hadley and Roy Grant; thence with new division lines North 2° 30' West 123 feet to a concrete marker, a new made corner, South 84° 25' West 233 feet to a concrete marker, a new made corner, thence South 9° 45' East 80 1/2 feet to a concrete marker in the old line between Hadley and Grant, a new made corner; thence with said line South 84° 35' East 224 feet to place of beginning, containing one-half acre, more or less, as surveyed by Ralph Collins, May 3, 1972.

Being the same property conveyed to Russell F. Walker and Linda Walker, husband and wife, who acquired title by Deed from Joel Daniel Loy and Margie Gail Loy, husband and wife, dated August 23, 1994, recorded August 23, 1994 at 1:45 p.m. in Deed Book 200, Page 505 of the Adair County Clerk's Records.

MAP #077-065

Property Address: 7302 KY High 55, Glens Fork, KY 42741

ADAIR COUNTY

JUL 08 2008

RECEIVED

STATE OF KENTUCKY

COUNTY OF ADAIR

I, Sheila Blair, Clerk of the County for the County and State aforesaid, do hereby certify that the foregoing Lien was on 9th day of July, 2008 at 9:08 A.M. lodged for record; whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand this 9th day of July, 2008.

Sheila Blair, Clerk

BY Melissa Fletcher DC

RECORDED IN LP BOOK 22

PAGE 699

221/608

Recording Requested By and
Document Prepared by:
Challenge Financial Services LLC
Servicer for Challenge Realty, Inc.
1031 W. Morse Blvd., #160
Winter Park FL 32789

When Recorded Mgt for:
T.D. Service Company
1820 E. First St., Suite 300
Santa Ana, CA 92705
Services# [REDACTED]

NOTE: This assignment should be kept with the Note and Mortgage hereby assigned.

SPACE ABOVE FOR RECORDER'S USE

Corporate Assignment of Mortgage

For Value Received, the undersigned holder of a Note(s) (herein "Assignor") Challenge Realty, Inc. whose address is 2450 Chandler Ave #4, Las Vegas NV 89104, hereby grant, sell, assign, transfer, and convey, unto RESCOMM HOLDINGS NO. 2, LLC, whose address is 6701 Carmel Road, Suite 200, Charlotte NC 28226 (herein "Assignee"), a certain Mortgage dated 5/15/2003, made and executed by Kimball F. Walker and Linda Walker to Firstplus Financial, Inc.

Which Mortgage was recorded in Book Reel/Liber/Volume 144 and/or Instrument # Page 192 Adair County Official Records, State of KY, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights, powers and remedies under such Mortgage. The property covered by said Mortgage is briefly described as follows: [REDACTED] 8-5-48

Re: 5/23/04 T.D. Serv Co. (Mer)

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on January 16, 2004.

Barry P. Price

Witness

James F. Walker

Witness

State of Florida
County of Orange

CHALLENGE REALTY, INC.

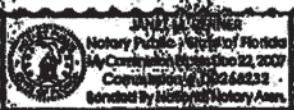
By: *Barry P. Price*
Barry P. Price, CEO of Challenge Realty, Inc.
Authorized Officer

On January 16, 2004 before me, Janet M. Ranner, personally known to me or approved to me on the basis of satisfactory evidence, signed the person whose name is here subscribed to within instrument and acknowledged to me that his signature is his in his authorized capacity(ies) and that his signature(s) on the instrument by person(s), or the entity which behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Janet M. Ranner

Notary Public: Janet M. Ranner



[REDACTED] - Walker, Russell
STATE OF KENTUCKY

COUNTY OF ADAIR

I, Ann Melton, Clerk of the County for the County and state aforesaid, do hereby certify that the foregoing Assignment was on the 27th day of May, 2004 at 1:30p.m. lodged for record; whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand this 27th day of May, 2004.

Ann Melton, Clerk

Ann Melton, Clerk

DC

RECORDED IN MTG BOOK 251

PAGE 608

Exhibit N

263/361

Space above for Recorder's use
Recording Requested By: T.D. SERVICE COMPANY SEND ANY NOTICES TO ASSIGNEE
And When Recorded Mail To: T.D. Service Company 1820 E. First St., Suite 300 Santa Ana, CA 92705

Customer# [REDACTED] Service# [REDACTED]
Loan# [REDACTED]

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, RESCOMM HOLDINGS, LLC, 6701 CARMEL ROAD, STE 110 CHARLOTTE NC 28226-0000. By these presents does convey, grant, bargain, sell, assign, transfer and set over to: UM CAPITAL LLC, 6701 CARMEL ROAD, STE 110 CHARLOTTE NC 28226-0000. The described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$13,408.17 is recorded in the State of KENTUCKY, County of ADAIR Official Records, dated MAY 15, 1998 and recorded on AUGUST 05, 1998, as Instrument No. —, in Book No. 144, at Page No. 192.
Original Grantor (Mortgagor): RUSSELL F. WALKER AND LINDA WALKER, HUSBAND AND WIFE.
Original Grantee (Mortgagee): FIRSTPLUS FINANCIAL, INC..

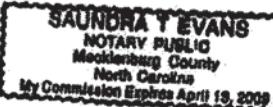
Date: 3-30-07
RESCOMM HOLDINGS, LLC

By: Priscilla T. Blake
Priscilla T. Blake, Assistant Manager/Entity

State of NORTH CAROLINA)
County of MECKLENBURG) ss.

On 3-30-07 before me, Sandra T. Evans, a Notary Public, personally appeared Priscilla T. Blake personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Witness my hand and official seal.

Sandra T. Evans
(Notary Name): Sandra T. Evans



PREPARED BY: T.D. Service Company, 1820 E. First St., Suite 300
Santa Ana, CA 92705

Jennifer R. Fuentes
JENNIFER R FUENTES

STATE OF KENTUCKY
COUNTY OF ADAIR

I, Sheila Blair, Clerk of the County for the County and State aforesaid, do hereby certify that the foregoing Assignment of Mortgage was on the 11th day of April, 2007 at 9:45 A.M. lodged for record; whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand this 11th day of April, 2007.
Sheila Blair, Clerk

BY Melissa Fletcher DC

RECORDED IN MTG BOOK 263
PAGE 361

263/362

Space above for Recorder's use
Recording Requested By: T.D. SERVICE COMPANY
SEND ANY NOTICES TO ASSIGNEE
And When Recorded Mail To: T.D. Service Company 1820 E. First St., Suite 300 Santa Ana, CA 92705
MERS MINI: [REDACTED] PHONE#: (888) 679-6377
Customer#: [REDACTED] Service#: [REDACTED]
Loan#: [REDACTED]

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, UM CAPITAL LLC, 6701 CARMEL ROAD, STE 110 CHARLOTTE NC 28226-0000. By these presents does convey, grant, bargain, sell, assign, transfer and set over to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC, ITS SUCCESSORS AND ASSIGNS, 1595 SPRING HILL RD, SUITE 310 VIENNA VA 22182-0000. The described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$13,408.17 is recorded in the State of KENTUCKY, County of ADAIR Official Records, dated MAY 18, 1998 and recorded on AUGUST 05, 1998, as Instrument No. —, in Book No. 144, at Page No. 192.
Original Grantor (Mortgagor): RUSSELL F. WALKER AND LINDA WALKER, HUSBAND AND WIFE.
Original Grantee (Mortgagee): FIRSTPLUS FINANCIAL, INC..
Date: 3-30-07

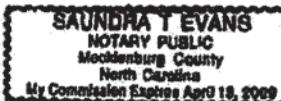
UM CAPITAL LLC

By: Priscilla T. Blake
Priscilla T. Blake, Assistant Manager/Entity

State of NORTH CAROLINA)
County of MECKLENBURG) ss.

On 3-31-2007, before me, Sandra T. Evans, a Notary Public, personally appeared Priscilla T. Blake personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Witness my hand and official seal.

Sandra T. Evans
(Notary Name): Sandra T. Evans



PREPARED BY: T.D. Service Company, 1820 E. First St., Suite 300
Santa Ana, CA 92705

Jennifer Fuentes
JENNIFER FUENTES

**STATE OF KENTUCKY
COUNTY OF ADAIR**

I, Sheila Blair, Clerk of the County for the County and State aforesaid, do hereby certify that the foregoing Assignment of Mortgage was on the 11th day of April, 2007 at 9:45 A.M. lodged for record; whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand this 11th day of April, 2007.
Sheila Blair, Clerk

BY Melissa Fletcher DC

RECORDED IN MTG BOOK 263
PAGE 362

300/282

—SEND ANY NOTICES TO ASSIGNEE—
SN SERVICING CORPORATION
323 FIFTH STREET
EUREKA, CA 95501

When Recorded Return to:

T.D. Service Company - SNSC

1820 E. First St., Suite 300

Santa Ana, CA 92705

ASSIGNMENT OF MORTGAGE

Date of Assignment: October 14, 2011

Assignee: Wilmington Savings Fund Society, FSB, (successor by merger to Christiana Bank & Trust Company), as Owner Trustee of the Security National Funding Trust

Address: 323 Fifth Street, Eureka, CA 95501

Assignor: Mortgage Electronic Registration Systems, Inc., its successors and assigns
Address: P.O. Box 2026, Flint, MI 48501

Mortgagor/Grantor: Russell F. Walker and Linda Walker, husband and wife

Mortgagee/Grantee: Firstplus Financial, Inc.

Date of Mortgage: May 15, 1998

Recording date: August 5, 1998

County of Recording: Adair, Kentucky

Instrument No.: Book 144 and Page 192

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of ONE AND NO/100ths DOLLARS and valuable consideration, paid to the above named assignor, the receipt and sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the above named assignee, the said Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), together with the Note or Notes or other evidence of indebtedness (the "note"), said Note having an original principal sum of Thirteen Thousand Four Hundred Eight and 17/100 Dollars (\$13,408.17), together with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's beneficial interest under the Security instrument which constitutes a lien on the following described property:

Beginning at an iron pipe at the base of a poplar tree in the old fence and existing property line between the lands of Edward Hadley and Roy Grant; thence with new division lines N 230 W 123 feet to a concrete marker, a new made corner, S 84 25' W 233 feet to a concrete marker, a new made corner, thence S 9 45 E 80 1/2 feet to a concrete marker in the old line between Hadley and Grant, a new made corner; thence with said line S 84 35 E 224 to place of beginning, containing one-half acre more or less, as surveyed by Ralph Collins, May 3, 1972.

Det: [Signature]
To: T.D. Service Company - SNSC

Walker/KY
MIN: [REDACTED]
HOME PHONE: 1-800-679-6377

305 / 283

TO HAVE AND TO HOLD the said Security Instrument and Note, and also the said property unto the said assignee forever, subject to the terms contained in said Security Instrument and Note.

IN WITNESS WHEREOF, the assignor has executed these presents on October 14,
2011

Attest:

Brandi Fife
Witness: Brandi Fife

Katia Ellebrecht
Witness: Katia Ellebrecht

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

By: Barbara Collins
BARBARA COLLINS
Its: ASSISTANT SECRETARY

ACKNOWLEDGMENT

State of California

County of Humboldt

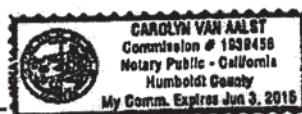
On October 14, 2011, before me, Carolyn Van Aalst, Notary Public, personally appeared Barbara Collins, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Carolyn Van Aalst
Notary Public Carolyn Van Aalst

My Comm. Expires June 03, 2015



Walker/KV
MIN: 1
MSB PHONE: 1-888-679-6377

RECEIVED
ADAIR CO CLERK
OCT 26 2011
TIME: 4:03 pm
FILED

411212
Filed on 10/27/2011 9:31:37 AM
Book: H0116808 Number: 105
Pages: 262 - 263
Shaila Blair, Adair County
RC: MELISSA FLETCHER
Deed Tax:198.00

307/286

Space above for Recorder's use
 Recording Requested By: T.D. SERVICE COMPANY

And When Recorded Mail To: T.D. Service Company 1820 E. First St., Suite 300 Santa Ana, CA 92705

Customer#: [REDACTED] Service#: [REDACTED]
 Loan#: [REDACTED]

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, WILMINGTON SAVINGS FUND SOCIETY, FSB, (SUCCESSOR BY MERGER TO CHRISTIANA BANK & TRUST COMPANY), AS OWNER TRUSTEE OF THE SECURITY NATIONAL FUNDING TRUST, C/O SN SERVICING CORPORATION 323 FIFTH STREET, EUREKA, CA 95501-0000. By these presents does convey, grant, bargain, sell, assign, transfer and set over to: U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR NOTEHOLDERS OF SN LIQUIDATING TRUST 2011-A, ONE FEDERAL STREET, 3RD FLOOR, BOSTON, MA 02110-0800. The described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$13,408.17 is recorded in the State of KENTUCKY, County of ADAIR Official Records, dated MAY 15, 1998 and recorded on AUGUST 05, 1998, as Instrument No. —, In Book No. 144, at Page No. 192. Original Grantor (Mortgagor): RUSSELL F. WALKER AND LINDA WALKER, HUSBAND AND WIFE. Original Grantee (Mortgagee): FIRSTPLUS FINANCIAL, INC..

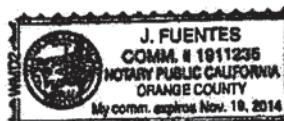
Date: 1-6-12
 WILMINGTON SAVINGS FUND SOCIETY, FSB, (SUCCESSOR BY MERGER TO CHRISTIANA BANK & TRUST COMPANY), AS OWNER TRUSTEE OF THE SECURITY NATIONAL FUNDING TRUST BY: SN SERVICING CORPORATION, ITS ATTORNEY IN FACT

By: J. Fuentes
 Julie M. Kidder, Assistant Secretary

State of CALIFORNIA)
 County of ORANGE)
) ss.

On 1-6-12, before me, J. Fuentes, a Notary Public, personally appeared Julie M. Kidder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) or the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
 Witness my hand and official seal.

(Notary Name) J. Fuentes



PREPARED BY: T.D. Service Company, 1820 E. First St, Suite 300
 Santa Ana, CA 92705

JENNIFER R. FUENTES



KRUEVIT
 AIR CO. CLERK
 JAN 1 : 2012
 FIM: [REDACTED]
 ILT: [REDACTED]

414856
 Filed on 1/18/2012 9:48:38 AM
 Book: MORTGAGE Number: 387
 Pages: 256 - 256
 Sheila Blaiv, Marin County
 DC: MELISSA FLETCHER
 Deed Tax: \$0.00

355/ 577

--SEND ANY NOTICES TO ASSIGNEE--

When Recorded Return To:
VAK Capital LLC/Rochelle Bevelot
P.O. Box 458
Kimberling City, MO 65686
Ref#:

JNMENT OF MORTGAGE

Date of Assignment: September 5, 2014

Assignee: VAK MB Fund, LLC
Address: 224 East Jericho Turnpike, South Huntington, NY 11746

Assignor: U.S. Bank National Association, as Collateral Agent for Noteholders
of SN Liquidating Trust 2011-A
Address: 323 Fifth Street, Eureka, CA 95501

Mortgagor/Grantor: Russell F. Walker and Linda Walker, husband and wife
Mortgagee/Grantee: Firstplus Financial, Inc.
Date of Mortgage: May 15, 1998
Recording date: August 5, 1998
County of Recording: Adair, Kentucky
Instrument No.: Book 144 and Page 192

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of ONE AND NO/100th DOLLARS and valuable consideration, paid to the above named assignor, the receipt and sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the above named assignee, the said Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), together with the Note or Notes or other evidence of indebtedness (the "note"), said Note having an original principal sum of Thirteen Thousand Four Hundred Eight Dollars and 17/100 (\$13,408.17), together with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's beneficial interest under the Security Instrument which constitutes a lien on the following described property:

BEGINNING AT AN IRON PIPE AT THE BASE OF A POPLAR TREE IN THE OLD FENCE AND EXISTING PROPERTYLINE BETWEEN THE LANDS OF EDWARD HADLEY AND ROY GRANT; THENCE WITH NEW DIVISION LINES N 2 30 W 123 FEET TO A CONCRETE MARKER, A NEW MADE CORNER, S 84 25 W 233 FEET TO A CONCRETE MARKER, A NEW MADE CORNER, THENCE S 9 45 E 80 1/2 FEET TO A CONCRETE MARKER IN THE OLD LINE BETWEEN HADLEY AND GRANT, A NEW MADE CORNER, THENCE WITH SAID LINE S 84 35 E 224 TO PLACE OF BEGINNING, CONTAINING ONE-HALF ACRES MORE OR LESS, AS SURVEYED BY RALPH COLLINS, MAY 3, 1972.

TO HAVE AND TO HOLD the said Security Instrument and Note, and also the said property unto the said assignee forever, subject to the terms contained in said Security Instrument and Note.

Dated: 10-2-17
By: VAK Capital (RSL)

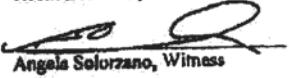
25/ 578

IN WITNESS WHEREOF, the assignor has executed these presents on September 5, 2014.

Attest:

U.S. BANK NATIONAL ASSOCIATION,
AS COLLATERAL AGENT FOR
NOTEHOLDERS OF SN LIQUIDATING
TRUST 2011-A
BY SN SERVICING CORPORATION, ITS
ATTORNEY IN FACT


Robin Bostwick, Witness


Angela Selurzano, Witness

By: 
MICHAEL WILLCUTT
VICE PRESIDENT

Its:

STATE OF CALIFORNIA

)ss.

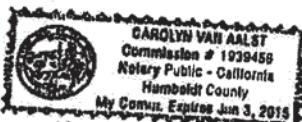
COUNTY OF HUMBOLDT

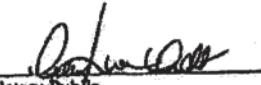
On September 5, 2014 before me, Carolyn van Aalst, Notary Public, personally appeared Michael Willcutt, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

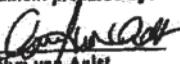
WITNESS my hand and official seal.

[Seal]




Notary Public
My Comm. Expires: June 3, 2015

Document prepared by:


Carolyn van Aalst
SN Servicing Corporation
323 Fifth Street
Eureka, CA 95501

RECEIVED
ADAIR COUNTY

SEP 3 0 2014

NAME _____
DATE 11/10/14

449061
Filed on: 10/02/2017 10:21:48 AM
Book: MORTGAGE Number: 355
Pages: 577 - 578
Lita Greer, Adair County
Dee SHELLA RATES
Dued Tax150.00



EXHIBIT

E

35/ 251

COMMONWEALTH OF KENTUCKY
ADAIR DISTRICT COURT
DIVISION
CIVIL ACTION NO. 17-C-00105

BLUEGRASS CELLULAR, INC.

PLAINTIFF

vs.

NOTICE OF JUDGMENT LIEN

LINDA WALKER

DEFENDANT

Comes the undersigned and hereby gives notice that Bluegrass Cellular, Inc., 2902 Ring Road, Elizabethtown, KY 42701, has obtained Judgment against Linda Walker in the above-captioned civil action in the principal amount of \$2,731.04 with interest thereon at the rate of 6% per annum until paid, plus its court costs and the further sum of \$682.76 in attorney fees, and this Notice constitutes a statutory lien pursuant to KRS 426.720 against all real estate located in Adair County, Kentucky, in which Linda Walker has any ownership interest.

NOTICE TO JUDGMENT DEBTOR: YOU MAY BE ENTITLED TO AN EXEMPTION UNDER KRS 427.060, REPRINTED BELOW. IF YOU BELIEVE YOU ARE ENTITLED TO ASSERT AN EXEMPTION SEEK LEGAL ADVICE.

KRS 427.060: "In addition to any exemption of personal property, an individual debtor's aggregate interest, not to exceed five thousand dollars (\$5,000.00) in value, in real or personal property that such debtor or a dependent of such debtor uses as a permanent residence in this state, or in an burial plot for such debtor or a dependent of such debtor is exempt from sale under execution, attachment or judgment, except to foreclose a mortgage given by the owner of a homestead or for purchase money due thereon. This exemption shall not apply if the debt or liability existed prior to the purchase of the property or the erection of the improvements thereon."

The undersigned certifies that a copy of this Notice of Judgment Lien on Real Estate has been

Date: 9-5-19
To: Receivables (mc:1)

Exhibit D

35) 252

Tendered

17-C-00

07/27/2017

Dennis Loy, A. Circuit Clerk

80000903

ELECTRONICALLY FILED
COMMONWEALTH OF KENTUCKY
ADAIR DISTRICT COURT
DIVISION
CIVIL ACTION NO. 17-C-00105

BLUEGRASS CELLULAR, INC.

PLAINTIFF

vs.

DEFAULT JUDGMENT

LINDA WALKER

DEFENDANT

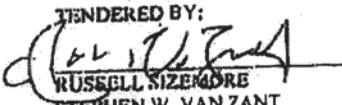
Upon the motion of the Plaintiff, Bluegrass Cellular, Inc., by counsel, for a Default Judgment against the Defendant, Linda Walker, and the Court being otherwise sufficiently advised, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Defendant, Linda Walker, is before this Court by means of personal service, which service was accomplished on June 20, 2017.
2. The Court finds that the allegations contained in the Complaint are true.
3. That the Plaintiff, Bluegrass Cellular, Inc., is hereby awarded a Judgment against the Defendant, Linda Walker, in the principal amount of \$2,731.04 with interest thereon at the rate of 6% per annum from the date of judgment until paid, and the further sum of \$682.76 in attorney fees, and its court costs incurred herein, for all of which execution, including the filing of judgment liens, may issue forthwith.
4. This is a final and appealable Judgment and there is no just reason for delay of its entry herein.

This _____ day of 7-27, 2017.

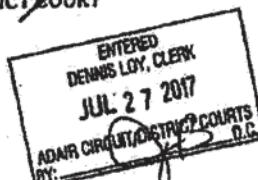

JUDGE, ADAIR DISTRICT COURT

TENDERED BY:


RUSSELL SIZEMORE
STEPHEN W. VAN ZANT
BELL, HESS & VAN ZANT, PLC
2819 Ring Road, PO Box 844
Elizabethtown, KY 42702-0844
(270) 737-0653 Phone (270) 737-4790 Fax

Attorney for Plaintiff
Tendered 17-C-00105 07/27/2017

Dennis Loy, Adair Circuit Clerk



FD : 000001 or 80000902

35 / 253

hand-delivered or mailed by regular first class mail, postage prepaid to the last known address of Linda Walker or the attorney of record for said Defendant(s) in accordance with KRS 426.720.

This August 25, 2017.


STEPHEN W. VAN ZANT

STATE OF KENTUCKY

COUNTY OF HARDIN

I hereby certify that the foregoing was subscribed, sworn to, and acknowledged before me on August 25, 2017 by Stephen W. Van Zant.


NOTARY PUBLIC, State-at-Large - 535513
My Commission Expires: 07/05/2019

PREPARED BY:


STEPHEN W. VAN ZANT
BELL, HESS & VAN ZANT, PLC
2819 Ring Road, Suite 101, PO Box 844
Elizabethtown, KY 42702-0844
(270) 737-0653
Email: svanzant@bhvlaw.com

FEDERAL FAIR DEBT COLLECTION PRACTICES ACT NOTICE

This is an attempt to collect a debt and any information obtained will be used for that purpose.

RECEIVED
ADAIR COUNTY

SEP 05 2017
NAME: _____
TIME: 10:05 A



448824
Filed on 09/05/2017 11:05:03 AM
Book: L1B PERIODS Number: 35
Page: 251 - 253
Lisa Greer Adair County
REC: SHEILA HAYES
Deed Tax: \$0.00

United States District Court

WESTERN DISTRICT OF KENTUCKY
AT OWENSBORO

United States of America

SUMMONS IN A CIVIL CASE

CASE NUMBER: 1:19-cv-159-GNS

v.

Russell F. Walker, et al.

TO: (Name & Address of Defendant)

RUSSELL F. WALKER
7302 Kentucky Highway 55 South
Columbia, KY 42728

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name & address)

William F. Campbell
Assistant U.S. Attorney
United States Attorney's Office
717 West Broadway
Louisville, KY 40202

an answer to the complaint which is herewith served upon you, within twenty-one (21) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

CLERK

10/31/2019
DATE

/s/Jessie W. Mercer
(BY) DEPUTY CLERK

RETURN OF SERVICE

Service of the Summons and Complaint was made by me ¹	Date
Name of Server (Print)	Title

Check one box below to indicate method of service

Served personally upon the defendant. Place where served:

Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:

Returned unexecuted:

Other (specify):

STATEMENT OF SERVICE FEES

Travel N/A	Services	Total

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service of Service Fees is true and correct.

Executed on _____
Date _____ Signature of Server _____

¹ As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure

United States District Court

WESTERN DISTRICT OF KENTUCKY
AT OWENSBORO

United States of America

SUMMONS IN A CIVIL CASE

CASE NUMBER: 1:19-cv-159-GNS

v.

Russell F. Walker, et al.

TO: (Name & Address of Defendant)

LINDA WALKER
7302 Kentucky Highway 55 South
Columbia, KY 42728

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name & address)

William F. Campbell
Assistant U.S. Attorney
United States Attorney's Office
717 West Broadway
Louisville, KY 40202

an answer to the complaint which is herewith served upon you, within twenty-one (21) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

CLERK

10/31/2019
DATE

/s/Jessie W. Mercer
(BY) DEPUTY CLERK

RETURN OF SERVICE

Service of the Summons and Complaint was made by me ¹	Date
Name of Server (Print)	Title

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United States District Court

WESTERN DISTRICT OF KENTUCKY
AT OWENSBORO

United States of America

SUMMONS IN A CIVIL CASE

CASE NUMBER: 1:19-cv-159-GNS

v.

Russell F. Walker, et al.

TO: (Name & Address of Defendant)

FIRSTPLUS FINANCIAL INC.
SERVE: Any Responsible Officer
1600 Victory Drive
Dallas, TX 752352302

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name & address)

William F. Campbell
Assistant U.S. Attorney
United States Attorney's Office
717 West Broadway
Louisville, KY 40202

an answer to the complaint which is herewith served upon you, within twenty-one (21) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

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United States District Court

WESTERN DISTRICT OF KENTUCKY
AT OWENSBORO

United States of America

SUMMONS IN A CIVIL CASE

CASE NUMBER: 1:19-cv-159-GNS

v.

Russell F. Walker, et al.

TO: (Name & Address of Defendant)

VAK M8 FUND LLC
SERVE: Any Responsible Officer
224 East Jerico Turnpike
South Huntington, NY 11746

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name & address)

William F. Campbell
Assistant U.S. Attorney
United States Attorney's Office
717 West Broadway
Louisville, KY 40202

an answer to the complaint which is herewith served upon you, within twenty-one (21) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

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United States District Court

WESTERN DISTRICT OF KENTUCKY
AT OWENSBORO

United States of America

SUMMONS IN A CIVIL CASE

CASE NUMBER:

v.

Russell F. Walker, et al.

TO: (Name & Address of Defendant)

BLUEGRASS CELLULAR, INC.
SERVE: Bell, Hess & Van Zant, PLC
2819 Ring Road, PO Box 844
Elizabethtown, KY 42702-0844
Attorney for Judgment Creditor

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name & address)

William F. Campbell
Assistant U.S. Attorney
United States Attorney's Office
717 West Broadway
Louisville, KY 40202

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